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HYUNDAI MOTOR COMPANY

THE UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

HYUNDAI MOTOR AMERICA, INC. a  
California corporation, HYUNDAI MOTOR  
COMPANY, a Korean corporation,

Plaintiffs,

vs.

MIDWEST INDUSTRIAL SUPPLY  
COMPANY, a Minnesota corporation; and  
ALLIANCE AUTOMOTIVE, LLC. a  
Minnesota Limited Liability company,

Defendants.

Case No. 2:17-cv-03010-JCM-GWF

**DECLARATION OF FRANK FERRARA IN  
SUPPORT OF HYUNDAI MOTOR  
AMERICA, INC. AND HYUNDAI MOTOR  
COMPANY'S MOTION FOR  
ATTORNEYS' FEES AND COSTS**

1 I, Frank Ferrara, declare as follows:

2 1. I was employed by Plaintiff Hyundai Motor America ("HMA") from September 1986  
3 through 2016. In 1997, I became HMA's Vice President of Parts and, later, in or about 2008, I  
4 became Executive Vice President of Parts and Service. In or around 2009, my title was changed to  
5 Executive Vice President, Customer Satisfaction, which position I held until my retirement.

6 2. I served as an expert witness for Plaintiffs HMA and Hyundai Motor Company  
7 (collectively "Hyundai") in this matter. I understand that my expert report was disclosed to  
8 Defendants Midwest Industrial Supply Company and Alliance Automotive, LLC (collectively  
9 "Defendants") on February 28, 2019. Further, I understand that my expert report was filed with this  
10 Court as Exhibit K to the Declaration of Kenneth E. Keller in Support of Hyundai's Motion for  
11 Attorneys' Fees and Costs (ECF Nos. 77-33, 77-44.)

12 3. I submit this declaration in support of Hyundai's Motion for Attorneys' Fees and  
13 Non-Taxable Costs ("Motion"). The facts stated herein are based on my personal knowledge, unless  
14 otherwise stated, and if called upon, I would testify competently thereto.

15 4. I have reviewed Defendants' Opposition to Hyundai's Motion for Attorneys' Fees (the  
16 "Opposition"). I submit this declaration to clarify and provide additional context for some of the  
17 assertions made by Defendants in their Opposition.

### 18 **Hyundai's Warranties**

19 5. HMA offers several warranties (the "HMA Warranties") on Hyundai vehicles  
20 including: (1) the New Vehicle Limited Warranty; (2) the Powertrain Limited Warranty (Original  
21 Owner); (3) the Anti-Perforation Limited Warranty; and (4) the Replacement Parts and Accessories  
22 Limited Warranty.

23 6. The HMA Warranties are essential to the successful marketing of Hyundai products  
24 and is necessary to assure the quality control of the parts and services associated with the Hyundai  
25 trademarks. By its terms, the HMA Warranties give assurance to the Hyundai customer that his or  
26 her purchase will achieve certain performance standards during the warranty period. HMA has long  
27 recognized that the HMA Warranties have substantial value and are an important and necessary part  
28 of the automotive goods purchased by its customers.



9. I understand that Defendants are taking the position in their Opposition that the bolded phrase above—“or the functional equivalent thereof”—means that any automobile parts or accessories that are “functionally equivalent” to Hyundai Genuine Parts would also be covered by HMA’s Warranties. That is wrong.

11. The “functional equivalent” of HMA’s parts catalog could include a digital catalog or some other format for displaying or listing Hyundai Genuine Parts which may be “amended from time to time” as stated in the DSSA’s definition.

13. HMA's Warranties do not apply to the parts sold by Defendants. Defendants' expert, Robert Triulzi, is simply incorrect in his opinion that the Hyundai-branded parts sold by Defendants' would be covered by HMA's Warranties.

14. Defendants have also asserted that Hyundai is in violation of the Magnusson Moss Warranty Act. To support that assertion, Defendants attached a letter from the Federal Trade Commission (“FTC”) to HMA dated April 9, 2018 that referenced language from HMA’s website regarding HMA’s Warranties and the use of non-Hyundai Genuine Parts.

1 15. [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 16. [REDACTED]

7 [REDACTED]


8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11

12 I declare under penalty of perjury under the laws of the United States of America and the state  
13 of California, that the foregoing is true and correct, and that this Declaration was executed on the 30th  
14 day of May 2019, at HUNTINGTON BEACH, CA.

15   
16 Frank Ferrara

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